

# ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY

ORIGINAL

Tracking #

Contract #

Actual BOC Date:

## FOR USE BY THE USER DEPARTMENT

Department: Planning and Development

Contact Name & Extension: John Colberg, 770-278-7129

Project Title and Brief Summary: Forestry Services-Contract with JMLT for sales of forest products on County properties

Term of Contract and/or Project: One year with option to extend

Vendor Name: JMLT Forest Services, LLC

Contact: Jason Manning, 478-278-8981

Address/Phone #: 575 Phillip Manning Rd, Dublin, Georgia 31021

Contract \$ Not specified

Funding Source and Account #: 10% of Forest Products Sales

Priority: NEXTBOCMTG/30/60/90 (Circle One) Comments/Justify NEXTBOCMTG: \_\_\_\_\_

Director/Elected Official Signature: Marshall W. Walker

Date: 09/19/2016

## FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 9/29/16

Date and Time Out: 10/3/16

☐ ITB ☐ RFP ☒ Agreement/Contract ☐ Change Order No \_\_\_\_\_ ☐ GSA/SWC \_\_\_\_\_  
☐ Approved Sole Source ☐ Other (specify): \_\_\_\_\_

Projected BOC Meeting Date: \_\_\_\_\_

Comments/Notes: RFP # 16-26

Procurement Officer Signature: Lina Malone

## FOR USE BY THE DIRECTOR OF FINANCE

Date and Time Received: 10.3.16 Date and Time Out: 10.11-16

Funding Source: Sale of timber Budget Amount: 10% of timber Revenue

Finance Director Signature: R. Miller

## FOR USE BY THE COUNTY ATTORNEY

Date and Time Received: 10/3/16

☐ Returned to Purchasing with comments Date and Time Out: \_\_\_\_\_

Comments: \_\_\_\_\_

☐ Received from reroute (if applicable):  
☒ Approved as to form and Returned to Purchasing

Date and Time In: \_\_\_\_\_  
 Date and Time Out: 10/6/16

County Attorney Signature: \_\_\_\_\_

## FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 11/8/16 Date and Time Out: \_\_\_\_\_

☒ Approved for Agenda Placement and Forwarded to County Clerk Agenda Date: \_\_\_\_\_

Comments/Notes: \_\_\_\_\_

Chief of Staff Signature: Derek Ponder



Rockdale County Board of Commissioners

Priority:  
RUSH/30/60/90

**Agenda Item Summary: Item #**

**MEETING DATE:**

Requesting Department  
Planning and Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Approve Contract with JMLT Forest Services, LLC

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

☒ Yes ☐ No

Sustainability & Community

**Summary & Background**

*(The first sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

This contract authorizes JMLT Forest Services, LLC to procure bids on the county's behalf for the sale of forest products on county-owned properties and to assist the county with the ongoing management and stewardship of those properties.

**October 4, 2016 – Work Session**  
**October 11, 2016 – Action by BOC**

**Fiscal Impact / Funding Source**

*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

The funding source will be a percentage of the forest product sales proceeds.

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

(1) Contract

**Source of Additional Information**

*(Type Name, Title, Department and Phone)*

John Colberg, County Forester, 770-278-7129

**Department Head/Director's Approval**

Typed Name and Title

Marshall W. Walker – Director of Planning & Development

Phone

770-278-7135

Signature

*Marshall W. Walker*

Date

*09/20/2016*

Chief of Staff  
Approval

## CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Rockdale County, Georgia, a political subdivision of the State of Georgia, with its principal office located at 958 Milstead Avenue, Conyers, GA 30012, (hereinafter referred to as "County"), and JM Land and Timber, LLC, a Georgia limited liability company whose principal address is 575 Philip Manning Road, Dublin, Georgia 31021, (hereinafter referred to as "JMLT").

### WITNESSETH:

WHEREAS, the County owns parcel 016001021B, known as the "South River Tract" (560 acres), and parcels 0830010003 and 083001004A, together known as the "Miller Bottom Tract" (140 acres harvest area), (hereinafter referred to as the "Property"), and

WHEREAS, the County desires forestry services for the property, including timber sales and any forest management activities ancillary to this, said activities more fully described in the attached proposal, (hereinafter referred to as the "Project"); and

WHEREAS, the County desires to employ JMLT as its forestry representative under the terms and conditions set forth herein.

WHEREAS, JMLT desires to perform such services for the County in consideration of the compensation set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the mutual promises, obligations, and agreements contained herein, the County and JMLT hereby agree as follows:

### SECTION I. SERVICES PROVIDED BY JMLT

1.1 The County hereby engages JMLT to consult with and advise the County in connection with planned timber harvesting on the Property. JMLT agrees to use its best efforts in the performance of its responsibilities hereunder.

1.2 JMLT shall provide forestry management activities as set forth in JMLT's proposal dated July 28, 2016, including timber sales and any forest management activities ancillary to this.

### SECTION 2. TERM OF AGREEMENT:

2.1 Regular Term. This Agreement shall commence on the date of execution of this Agreement, with forest management activities described herein to begin within 6 months of that date and completion of these activities to be completed within two (2) years of date of execution, unless sooner terminated under the further provisions of this section.

2.2 Termination by County and JMLT's Election. The County or JMLT may terminate this Agreement at any time with 10 days written notice to the other party.

2.3 JMLT'S COMPENSATION UPON EARLY TERMINATION. Upon termination under Section 2, JMLT shall be entitled to compensation determined in accordance with the provisions of Section 8 of this Agreement. Said compensation shall be paid to JMLT within 30 days of receipt of invoice.

### SECTION 3. RESPONSIBILITIES OF JMLT

3.1 General Responsibility. In discharging its responsibilities hereunder, JMLT shall, subject to other terms of this Agreement, perform on behalf of and at the sole cost and expense of JMLT, the services presented in the County's RFP # 16-26, and JMLT's response dated July 28, 2016, attached hereto and made a part hereof, hereinafter referred to as "Services".

3.2 Definition of Terms. The terms "consulting or advising" as used herein shall not impose any duties or responsibilities upon JMLT other than those of recommending procedures and courses of action. All decisions shall be made by the County and consequences thereof shall be the sole responsibility of the County. The term "management activities" as used herein shall not impose any duties or responsibilities on the County other than approving the course of action and other financial obligations contained herein. JMLT shall be responsible for the procedure, permitting and execution of the management activities.

### SECTION 4. FEES

4.1 JMLT shall be paid for Services as provided in the schedule of fees and expenses submitted by JMLT in the JMLT's Proposal of the RFP, which are by this reference incorporated herein. Additional services shall be compensated in the manner set forth in the RFP and Proposal, at the same rates as set forth in the schedule of fees and expenses submitted by JMLT in JMLT's Proposal.

### SECTION 5. INSURANCE:

5.1 JMLT shall maintain insurance required by the County's RFP, and maintain worker's compensation and employer's liability insurance in conformance with applicable Georgia law. In addition, JMLT shall maintain \$1,000,000 comprehensive general liability insurance and automobile liability and property damage insurance with combined single limit of \$1,000,000. A certificate of insurance will be supplied evidencing such coverage.

5.2 Cost of the above coverage is included in the fees. If additional coverage or increased limits of liability are required, JMLT will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

## SECTION 6. FUNDING

6.1 County's Duty to Provide Funds. The County agrees, during the term of this Agreement, to pay all current obligations of the County in accordance with this Agreement.

## SECTION 7. STANDARD OF CARE: LIABILITY, INDEMNITY:

6.2 Standard of Care. In the performance of its responsibilities and obligations under this Agreement, JMLT shall diligently and in good faith use its skills, attention, and best efforts to protect the interests of the County.

6.3 County's Indemnification. The County will indemnify, save, hold harmless, and otherwise defend JMLT from any and all claims or liabilities arising out of the County's use of its consulting or advising duties relating to the project, be they past, present, or prospective. This indemnification and hold harmless provision is total and complete without qualification and includes indemnification of the costs, fees, expenses, assessments, attorney fees, and charges which may arise out of the legal defense of such action or claim.

6.4 JMLT's Indemnification. JMLT will indemnify, save, hold harmless, and otherwise defend the County from any and all claims or liabilities arising out of the performance of its management activities related to the project, be they past, present, or prospective. This indemnification and hold harmless provision is total and complete without qualification and includes indemnification of the costs, fees, expenses, assessments, and charges which may arise out of legal defense of such action or claim.

## SECTION 7. COMPENSATION OF JMLT

7.1 Fee. The County agrees to pay JMLT in accordance with JMLT's attached proposal.

7.2 Compensation of JMLT Upon Early Termination. Upon termination of this Agreement under Section 2, JMLT shall be deemed to have earned any and all amounts for hours expended in pursuit of the services at the rates designated in Section 9 above. In addition, all costs and expenses, as defined herein and in Section 8, incurred by JMLT in performance of the Agreement shall be due and payable on presentation of JMLT's invoice.

## SECTION 8. REIMBURSEMENT OF ADVANCES, COSTS, AND EXPENSES:

8.1 Reimbursement of Advances. JMLT shall not be required to advance any of its own funds for the payment of any costs and expenses incurred by or on behalf of the County in connection with the project, but if JMLT should advance any of its own funds, with County's prior approval, in payment of any such costs and expenses, the County shall promptly reimburse JMLT upon presentation to the County of invoices or other written memoranda evidencing such advance.

8.2 Costs and Expenses. The costs and expenses incurred under the attached proposal list of specific procedures are included in the bid prices. Any costs and expenses incurred in other

procedures which may be assigned, which may include, but are not limited to, copy costs, telecopy costs, photos, postage, flagging materials, and the like, shall be reimbursed by the County.

#### SECTION 9. EVENTS OF DEFAULT:

9.1 An event of default shall, at the non-defaulting party's option, be deemed to have occurred under this Agreement if:

9.1.1 Breach of Agreement. Either party shall fail to perform timely, observe or meet any term or condition of this Agreement, and any such breach, except non-payment of fees, costs, and expenses, shall not have been cured after thirty (30) days written notice to the non-defaulting party.

9.1.2 Non-payment of Fees, Costs and Expenses. Statements of account shall be net (30) days. Any account unpaid after thirty days of date of invoice shall accrue interest at the rate of one and one-half percent per month. Failure of the County to comply with the terms of payment shall be deemed an event of default and JMLT shall cease work hereunder. Any work product developed by JMLT shall remain as the exclusive property of JMLT. JMLT shall have no duty to deliver such work product to the County.

#### SECTION 10. COMPETITION:

10.1 The County acknowledges that JMLT is a private forestry consulting firm and at any given time will be performing or contracting to perform duties and responsibilities to others similar to those agreed to in this Agreement. The County consents to JMLT's employment by others.

#### SECTION 11. NATURE OF AGREEMENT:

11.1 The rights and duties granted to and assumed by JMLT hereunder are those of an independent contract only. Nothing contained herein shall be construed so as to constitute a relationship created under this Agreement between JMLT and the County as an employee, a mutual agency, a general agent, a partnership, or a joint venture.

#### SECTION 12. GENERAL PROVISIONS:

12.1 Modifications. Neither any change or modification of this Agreement nor any waiver of any terms or conditions shall be valid or binding on the parties hereto unless such change, modification, or waiver shall be in writing and signed by the parties hereto.

12.2 Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

12.3 Construction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia. The parties consent to venue in GEORGIA and waive any right to assert jurisdiction or venue in any other state.

12.4 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement of the terms thereof notwithstanding any representations of statement to the contrary heretofore made. Any modification of the Agreement will be in writing and signed by the parties.

12.5 Non-waiver. In the event any term contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach of any nature, including future breaches of the type so waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Rockdale County, Georgia  
Board of Commissioners

By: \_\_\_\_\_  
Richard A. Oden, Chairman

Attest:

By: \_\_\_\_\_  
Jennifer Rutledge, County Clerk

Approved as to form:

By: \_\_\_\_\_  
M. Qader A. Baig, County Attorney

JM LAND AND TIMBER, LLC

By: \_\_\_\_\_

Name: GA REG # RF002480

Title: Forester

Witness:

By: \_\_\_\_\_